

**INTERLOCAL GOVERNMENTAL AGREEMENT FOR FIRE PREVENTION, PROTECTION,
EMERGENCY MEDICAL, AND EMERGENCY MANAGEMENT SERVICES BETWEEN THE BOARD OF
COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA, AND THE VILLAGE CENTER
COMMUNITY DEVELOPMENT DISTRICT**

THIS INTERLOCAL GOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this 27th day of September, 2011, by and between the BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA ("County"), and the VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT ("District") for the purpose of establishing the rights and responsibilities of the County and the District with regard to the provision of fire prevention, protection, emergency medical and support to emergency management services, and in furtherance of same, the County and the District hereby agree as follows:.

RECITALS

WHEREAS, Ordinance 2007-20, titled "Capital Improvement and Essential Services Procedural Assessment", references Ordinance 98-17 defining The Villages Fire District as "The Villages" area which, as of the date of this Agreement, is comprised of The TriCounty Villages of Sumter Development of Regional Impact, The Villages of Sumter Development of Regional Impact, and The Villages of Wildwood Development of Regional Impact for the delivery of Fire Protection Services;

WHEREAS, Ordinance 2010-12, titled "Amending the Adopted Interlocal Service Boundary Agreement between the City of Wildwood and Sumter County", has supremacy over previous agreements executed by County regarding the City of Wildwood. Ordinance 2010-12 in conjunction with Ordinance 2007-20, provide that County has the authority to levy special assessments for the provision of fire protection services within the City of Wildwood as well as The Villages Fire District, thus benefiting the parcels assessed;

WHEREAS, County and District entered into agreements and amendments thereto related to The Villages Fire District prior to the adoption of Ordinance 2007-20, prior to the adoption of Ordinance 2010-12, and prior to the adoption of The Villages of Wildwood Development of Regional Impact;

WHEREAS, County and District desire to establish one agreement for the coordinated approach to the provision of specific services, commensurate to the level of funding provided by County through its General Fund, in support of non-transport basic and advanced life support services, and to supplement The Villages Fire District Assessment Fee for the direct provision of fire protection services, including automatic and mutual aid;

WHEREAS, Ordinance 2007-19 established the Fire Prevention Bureau, and County and District's desire to coordinate their resources in the delivery of these services;

WHEREAS, Florida Statute Section 252.38 charges County with emergency management powers, and County and District desire to coordinate specific resources in County's delivery of these services;

WHEREAS, District desires to establish a termination date consistent with its agreements with Marion County, the City of Lady Lake and Lake County;

WHEREAS, County and District agree that the prior Interlocal Agreements pertaining to The Villages Fire District are cancelled and voided, and replaced with this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and promises of the parties, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals:

- a. The above Recitals are true and correct and are incorporated into this Agreement, *in haec verba*.

2. Fire Protection and Non-Transport Basic and Advance Life Support Services - The Villages Fire District

- a. District hereby agrees to provide fire protection and non-transport basic and advanced life support services in The Villages Fire District and all extensions thereof, generally as depicted in the map

identified as "Attachment A", which is incorporated herein, *in haec verba*.

- b. In providing such fire protection and non-transport basic and advanced life support services, District agrees to utilize personnel in accordance with Chapters 633 and 401 Florida Statutes.
- c. District agrees to provide and maintain all equipment in suitable condition and readiness for immediate use for providing fire protection and non-transport basic and advanced life support services.

3. Payment for Fire Protection and Non-Transport Basic and Advanced Life Support Services – The Villages Fire District

- a. In consideration of District providing fire protection services within The Villages Fire District, County agrees to pay to District the net amount of special assessments collected by County, pursuant to The Villages Fire District, from those areas within The Villages Fire District (MSBU) to which District actually provides Fire Protection Services.
- b. County shall pay to District all net MSBU fund revenues received from the Tax Collector within 30 days of receipt. In addition, any general fund monies deemed necessary to provide non-transport basic and advanced life support services by the Board of County Commissioners shall be paid to District on a quarterly basis.
- c. Notwithstanding the above, at no time shall County be obligated to pay to District an amount exceeding the net amount of actually collected year-to-date MSBU fire assessments within The Villages Fire District.
- d. District and County agree that fire assessment fees and the general fund monies designated to provide Services within The Villages Fire District have a direct impact on the economic well-being of the citizens within The Villages Fire District. In the event assessment revenues are generated beyond those identified within the adopted budget of each year, District agrees to place said funds into a restricted "Repair and Replacement" fund which will be utilized solely to offset the purchase of future equipment.

4. Fire Protection and Non-Transport Basic and Advance Life Support Services – Additional Areas Outside of The Villages Fire District and Within The Sumter Fire District

- a. County and District hereby agree that District will provide primary fire protection and non-transport basic and advanced life support services outside of The Villages Fire District and within the Sumter Fire District as depicted in the map attached to this agreement as **Attachment "B"**, which is incorporated herein, *in haec verba*, for the period of October 1, 2011 through December 31, 2012.
- b. County and District hereby agree that District will provide primary fire protection and non-transport basic and advanced life support services outside of The Villages Fire District and within the Sumter Fire District as depicted in the map attached to this agreement as **Attachment "C"**, which is incorporated herein, *in haec verba*, beginning on January 1, 2013 and continuing until such time as The Villages Public Safety Department Station located at Buena Vista and C-44A is fully staffed.

5. Payment for Fire Protection and Non-Transport Basic and Advanced Life Support Services - Additional Areas Outside of The Villages Fire District and within The Sumter Fire District

- a. In consideration of District providing Fire Protection Services within the additional areas as specifically defined in 4a and 4b above, County agrees to pay to District all net MSBU fund revenues received from the Tax Collector within 30 days of receipt generated through the Sumter Fire District MSBU Fire Fee Assessment program within the periods and areas so identified. In addition, any general fund monies deemed necessary to provide basic and advanced life support services to these areas by the Board of County Commissioners shall be paid to District on a quarterly basis.
- b. Payment shall be based on the Sumter Fire District MSBU Fire Fee Assessment rate, per parcel, as approved by the Board of County Commissioners of Sumter County, Florida for that fiscal year.

- c. Notwithstanding the above, at no time shall County be obligated to pay District an amount exceeding the NET amount of revenue actually collected year-to-date within these areas of the Sumter Fire District.
- d. It is understood and agreed by the parties to this Agreement that no other payment or compensation from County to District for such services is contemplated, implied or provided for in this Agreement.

6. Automatic and Mutual Aid

a. Automatic Aid:

- i. To insure the highest level of protection possible, County and District agree to provide closest unit response wherever possible.
- ii. District currently utilizes Marion County Fire Rescue and Lake County Fire Rescue to provide automatic aid to Oakland Hills, the commercial areas east of and abutting State Highway 441 / 27, and Cherry Lake due to the proximity of their station locations. District agrees to utilize Sumter County Fire Rescue to respond automatically to structural fires in areas indicated on the Structure Fire Automatic Aid map attached to this Agreement as **Attachment "D"**, which is incorporated herein, *in haec verba*
- iii. County agrees to utilize Villages Public Safety Department to respond automatically to structural fires in areas indicated on the Structure Fire Automatic Aid map attached to this Agreement as **Attachment "D"**, which is incorporated herein, *in haec verba*.

b. Mutual Aid:

- i. The parties agree to provide mutual aid for reported structure fires, fire alarms, medical emergencies, rescue scenarios, and brush fires. The parties agree to provide such reciprocal assistance on a mutual-aid basis based on availability. The parties further agree to provide for reciprocal aid and assistance by providing fire, rescue, emergency medical, hazardous material, technical rescue and other similar emergency services in the event of disasters resulting from natural phenomena, accidents, or otherwise when the disaster is too great to be handled without assistance.
- ii. The intent of this Agreement is to provide the most efficient life and property saving services to the citizens protected by the respective parties. This Agreement is not intended and shall not be construed to in any way deprive a party of jurisdictional powers vested in said party, nor is it the intention of the parties to combine their individual departments into a single department or district providing the services encompassed by this Agreement.

c. Procedures for Requesting:

- i. Response to all emergencies shall be by request except as noted in 6. a. above. The company officer or higher authority shall initiate the request. It is also recognized that in the interest of public safety this request may need to be made based upon dispatch information.
- ii. Responses to structural fires in the areas identified in 6.a. shall be automatically dispatched based upon the dispatch procedures of the requesting agency. No formal request is required to be made to initiate assistance.

d. Duties and Level of Service:

- i. No department, officer or employee of the parties to this Agreement shall perform any function or service not within the scope of the duties of such department, officer or employee in its respective primary jurisdiction.

- ii. The rendition of service, standards of performance, discipline of officers and employees, and all other matters incident to the performance of services by command personnel and the command and control of their personnel and equipment shall remain with each party to this Agreement.
- iii. Disputes or disagreements as to the level of services and / or standards of performance shall be reported by the complaining party to the Fire Chief of the party that provided the service or took the action from which the complaint arose.
- iv. The decision of the Chief of each party shall be final and conclusive as to the geographical boundaries of response, the level of services rendered or standards of performance observed by the party's personnel. The Chiefs of both agencies agree that the Automatic Aid portion of this Agreement is applicable only within the geographical area defined in **Attachment "D"**. The Chiefs of both agencies further agree that the Mutual Aid portion of this Agreement is applicable in any geographical region that is the primary response area of Sumter County Fire & EMS Division or the Villages Public Safety Department .
 - 1. The first arriving unit will establish command and control of all emergencies. This shall be accomplished on the requesting agency's designated radio channel. Once "command" has been established it shall not be relinquished until a higher-ranking officer from either agency arrives and formally assumes "command" of the incident. It shall also be the practice of the parties to establish a "unified command" upon the arrival of a commanding officer from each agency as outlined in the State of Florida Field Operations Guide.
 - 2. It is further recognized that a "unified command system" provides for a higher level of efficiency and a safer working environment for all parties involved. In no situation will "command" be assumed from an "incident commander" unless due regard to the totality of the circumstances has been considered

e. Employee Status:

- i. Persons employed by a party to this Agreement in the performance of services and functions pursuant to this Agreement shall have no claim on the other party to this Agreement for pension, worker's compensation, unemployment compensation, civil service, or any other employee rights or privileges granted by operation of law or otherwise to the officers and employees of the other party to this Agreement.

f. Liabilities and Responsibilities of Parties:

- i. No party hereto, together with its respective officers or employees, shall assume any liability for the acts, omissions or negligence of the other party, its officers or employees.
- ii. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and all pensions and relief, disability, worker's compensation and other benefits which apply to the activity of officers or employees of a party when performing their respective functions within the territorial limits for their respective agencies shall also apply to the same degree and extent to the performance of such functions and duties extraterritorially, when accomplished pursuant to this Agreement.
- iii. Except as herein otherwise provided, all liability for injury to personnel and for loss or damage to equipment shall be borne by the party employing such personnel and owning such equipment.
- iv. Both parties, when providing emergency medical services, shall work under the direction of their respective agency's medical director, utilizing their respective basic and advanced life support protocols.

g. Compensation and Reimbursement Between Agencies:

- i. Each party agrees to furnish necessary equipment, resources, and facilities in order to render mutual aid services to the other party in accordance with the terms of this Agreement. However, neither party shall be required to deplete its own equipment, resources, facilities, and services in furnishing such mutual aid services.
- ii. Either agency furnishing any equipment pursuant to this Agreement shall bear the costs for any loss or damage to such equipment and shall pay any expense incurred in the operations, maintenance and repair of that equipment.
- iii. Either agency furnishing aid pursuant to this Agreement shall compensate its employees during the time such aid is rendered and shall defray all associated employee cost while the employee is rendering aid.
- iv. The requesting agency shall either replace, or provide reimbursement for, those nontraditional, extraordinary services or consumable materials, which were used by the responding agency furnishing mutual aid services. This paragraph shall apply to items including, but not necessarily limited to, firefighting foam, hazardous materials (HAZMAT) protective clothing, and absorbent materials.
- v. It shall be the responsibility of the agency furnishing aid hereunder to notify the requesting party of any items for which reimbursement or replacement is requested. This notification shall include information regarding quantity used, manufacturer's name, local supplier, and specific item(s) used.

h. Implementation:

- i. It is acknowledged and agreed that the agency Chiefs currently have in place an implementation plan that meets the requirements of this Agreement.
- ii. The agency Chiefs shall meet at least annually to review and update the operational aspects of insuring the mutual aid / automatic aid portions of this Agreement are current.

7. Fire Prevention Services

- a. In conducting fire prevention activities, District agrees to utilize the Sumter County Fire Prevention Ordinance, under the authority of the Board of County Commissioners of Sumter County, in accordance with Chapter 633, Florida Statutes, and in so doing agrees to provide fire plan review and fire plan inspections in a coordinated manner with Sumter County Fire & Emergency Medical Services Division and Sumter County Building Services Department.
- b. County shall provide no compensation to District for these services.

8. Support to Emergency Management Services

- a. District agrees to the hardened structure associated with the District's Fire Station located at Morse Boulevard and C-466A will serve as a secondary emergency operations center during a declared state or local emergency.
- b. District agrees to provide, during a declared state or local emergency, one trained and certified in emergency management staff member to assist the Emergency Manager.
- c. County shall provide no compensation to District for these services.

9. Term

- a. This Agreement shall commence at 12:00 A.M. on the date and year first above written, and continue through midnight on September 30, 2020, at which time this Agreement shall automatically expire unless extended in writing by the parties hereto at least ninety (90) days prior to said expiration date. On or before April 30th of each year, County and District shall provide each other with written notice of proposed changes to this Agreement, and both parties shall diligently pursue resolution of all proposed changes by June 30th of each year.
- b. This Agreement may be terminated by either party upon written notice to the other party, received not later than March 31st of each year that the Agreement is in effect.

10. Budgets and Financial Information

- a. By May 1 of each year, District shall furnish its annual budget request. District will also maintain a Strategic Plan showing projections for staffing, equipment, and proposals which will update, improve and expand the fire fighting ability of District. District shall also provide County an annual report outlining its compliance with the performance measures agreed upon during the most recent fiscal year.
- b. It is recognized that District conducts an annual audit of all District operations. In addition, County may require an audit of the books and records of District related to its fire protection, non-transport basic and advanced life support, fire prevention, and emergency management services. If an audit is not available, County shall have the right to have its independent auditors conduct an audit of the books and records of District at County's expense. District agrees to cooperate with this audit, and provide auditors with access to any and all documents and/or information necessary for such an audit. A copy of any such audit required by County shall be made available to District. All financial records of District shall be maintained according to generally accepted accounting principles for governmental entities.
- c. District shall provide to County, monthly, an electronic file containing data following NFIRS guidelines and protocol, setting forth all calls made by District within Sumter County. The file shall contain the date, time of day, nature of call or call reference for every response within Sumter County. The report shall include information regarding the number of vehicles and type of equipment used on each such call, and the number of District personnel attending each such call, including the time of arrival and departure.

11. Insurance

- a. District will purchase and maintain public liability insurance with a minimum insured amount of at least \$1,000,000.00, naming County as an additional insured. In addition, District shall maintain, worker's compensation insurance, unemployment insurance, automobile liability (including personal injury, property damage, medical payments, and uninsured motorist), and any other mandatory insurance required by state or federal law. Comprehensive insurance coverage is optional. Upon request, District will furnish proof of insurance to County in the form of certificates of insurance.

12. Authorization

- a. County hereby authorizes District to provide the services listed below, as defined herein, within the geographic boundaries defined herein:
 - i. Fire Protection Services
 - ii. Basic and Advanced Life Support Non-Transport Services
 - iii. Fire Prevention Services
 - iv. Support to Emergency Management Services

13. Miscellaneous

- a. The parties to this Agreement do not intend to create an agency, or principal/agent relationship. In no instance will County be liable for the acts or omissions of District, its agents, employees, volunteers or independent contractors, whether such acts or omissions are accidental, negligent or willful, nor for any claim or lien or cause of action arising out of or accruing pursuant to this Agreement. To the extent permitted by law (not to be construed as a waiver of sovereign immunity), District shall indemnify and hold County harmless for all acts or omissions of District arising out of, or in connection with the performance by District pursuant to this Agreement.
- b. Time is of the essence of this Agreement, and there are no other Agreements between the parties hereto, except as is set forth specifically herein, and no person has the actual or apparent authority to alter or vary any terms of this Agreement, except in writing duly executed by the parties with regard to any such amendment or supplement hereto.
- c. In the event of default by any party to this Agreement, the prevailing party in any action to enforce the terms of this Agreement shall be entitled to recover, from the defaulting party, all costs and expenses, including reasonable attorney's fees, whether suit be instituted or not, and at the trial court and appellate court level, those reasonable costs and fees incurred by the prevailing party enforcing its rights hereunder. Each party to this Agreement, for themselves, as well as any persons or legal entities claiming to be a "third party beneficiary" to this Agreement, does hereby specifically waive any "venue privilege" and/or "diversity of citizenship privilege" which he, she, it or they have or may have, and further agrees that the venue for the enforcement, interpretation or construction of this Agreement shall be the County Court or Circuit Court for Sumter County, Florida, and the right to institute any proceedings in any other state or federal court or administrative tribunal is hereby specifically waived, relinquished and released. In the event of any matter in which the Federal Court has exclusive jurisdiction, the parties agree that venue for such matters shall lie in the Federal Courts of the Middle District of Florida, Tampa Division.
- d. District agrees that any equipment or capital items of inventory acquired pursuant to the MSBU and / or Fire Impact Fees portion of this Agreement, shall be delivered to, and become the property of County upon termination of this Agreement, provided County agrees to assume liability for the payment of any debt associated with such equipment or inventory.
- e. The Public Service Facility Lease attached to this Agreement as **Attachment "E"** is incorporated herein *in haec verba*.
- f. District has the right to service any new municipality that might incorporate in The Villages Fire District during the time period that this Agreement is in effect.
- g. District, its departments, officers, members and contracted agents agree to follow the entirety of Florida Statute Chapter 252, Emergency Management and understand that upon issuance of a declaration of a state or local emergency, District, its departments, officers, members and contracted agents work and serve under the direction of County's Office of Emergency Management.

IN WITNESS WHEREOF, County and District have executed this Agreement through their duly authorized representative.

ATTEST:

AS TO COUNTY:

BOARD OF COUNTY COMMISSIONERS

SUMTER COUNTY

Clerk of the Court

Chairman

Approved as to Form

County Attorney

ATTEST:

AS TO DISTRICT:

VILLAGE CENTER COMMUNITY

DEVELOPMENT DISTRICT

By: _____

By: _____

Print: _____

Steve Drake, Chairman

Title: _____